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6 Attorneys for Plaintiff
GLOBAL FOOD INNOVATIONS, INC.

7
8 **THE UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**
11

12 GLOBAL FOOD INNOVATIONS, INC., a
Delaware corporation,

13 Plaintiff,
14

15 vs.

16 WESTERN PROPERTY MANAGEMENT,
LLC, a Nevada limited liability company;
17 MARC MIRO, an individual; JACK WISE,
an individual; JEFFREY COVEY, an
individual; GERALD NORMAN, an
18 individual; JAMES TERAN, an individual;
SOLID GOLD FOODS, INC., a Delaware
19 corporation; COMMERCIAL
INTERNATIONAL CORPORATION, a
20 Delaware corporation; MICRO-TENDER
INDUSTRIES, INC., a Delaware
21 corporation; and DOES 1 through 10,
inclusive,

22 Defendants.
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Case No. 2:15-cv-00881-FMO-AGR

**STIPULATED PROTECTIVE
ORDER**

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
11 that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from
14 the court to file material under seal.

15 2. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and from
19 use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other things,
21 confidential business or financial information, information regarding confidential
22 business practices, or other confidential research, development, or commercial
23 information (including information implicating privacy rights of third parties),
24 information otherwise generally unavailable to the public, or which may be privileged
25 or otherwise protected from disclosure under state or federal statutes, court rules, case
26 decisions, or common law. Accordingly, to expedite the flow of information, to
27 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
28 to adequately protect information the parties are entitled to keep confidential, to

1 ensure that the parties are permitted reasonable necessary uses of such material in
 2 preparation for and in the conduct of trial, to address their handling at the end of the
 3 litigation, and serve the ends of justice, a protective order for such information is
 4 justified in this matter. It is the intent of the parties that information will not be
 5 designated as confidential for tactical reasons and that nothing be so designated
 6 without a good faith belief that it has been maintained in a confidential, non-public
 7 manner, and there is good cause why it should not be part of the public record of this
 8 case.

9 3. DEFINITIONS

10 3.1. Action: this pending federal law suit, initiated on February 6, 2015, case
 11 number 2:15-cv-00881, in the United States District Court, Central District of
 12 California.

13 3.2. Challenging Party: a Party or Non-Party that challenges the designation
 14 of information or items under this Order.

15 3.3. "CONFIDENTIAL" Information or Items: information (regardless of
 16 how it is generated, stored or maintained) or tangible things that qualify for protection
 17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 18 Cause Statement.

19 3.4. Counsel: Outside Counsel of Record and House Counsel (as well as their
 20 support staff).

21 3.5. Designating Party: a Party or Non-Party that designates information or
 22 items that it produces in disclosures or in responses to discovery as
 23 "CONFIDENTIAL."

24 3.6. Disclosure or Discovery Material: all items or information, regardless of
 25 the medium or manner in which it is generated, stored, or maintained (including,
 26 among other things, testimony, transcripts, and tangible things), that are produced or
 27 generated in disclosures or responses to discovery in this matter.
 28

1 3.7. Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 3.8. House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 3.9. Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.10. Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 3.11. Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 3.12. Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 3.13. Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 3.14. Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."

24 3.15. Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 4. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or extracted

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties
3 or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6 **5. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
11 or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 **6. DESIGNATING PROTECTED MATERIAL**

16 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-Party that designates information or items for protection
18 under this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents, items,
22 or communications for which protection is not warranted are not swept unjustifiably
23 within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating Party
28 to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 6.2. Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
14 contains protected material. If only a portion or portions of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and
20 before the designation, all of the material made available for inspection shall be
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
22 it wants copied and produced, the Producing Party must determine which documents,
23 or portions thereof, qualify for protection under this Order. Then, before producing
24 the specified documents, the Producing Party must affix the "CONFIDENTIAL
25 legend" to each page that contains Protected Material. If only a portion or portions of
26 the material on a page qualifies for protection, the Producing Party also must clearly
27 identify the protected portion(s) (e.g., by making appropriate markings in the
28 margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

7.3. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

1 8. ACCESS TO AND USE OF PROTECTED MATERIAL

2 8.1. Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a Receiving
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
14 only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
16 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
17 disclose the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
28

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the
 2 subpoena or order issued, unless the Party has obtained the Designating Party’s
 3 permission. The Designating Party shall bear the burden and expense of seeking
 4 protection in that court of its confidential material and nothing in these provisions
 5 should be construed as authorizing or encouraging a Receiving Party in this Action to
 6 disobey a lawful directive from another court.

7 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
 8 IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-
 10 Party in this Action and designated as “CONFIDENTIAL.” Such information
 11 produced by Non-Parties in connection with this litigation is protected by the
 12 remedies and relief provided by this Order. Nothing in these provisions should be
 13 construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
 15 produce a Non-Party’s confidential information in its possession, and the Party is
 16 subject to an agreement with the Non-Party not to produce the Non-Party’s
 17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party
 19 that some or all of the information requested is subject to a confidentiality agreement
 20 with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated
 22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the
 25 Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14
 27 days of receiving the notice and accompanying information, the Receiving Party may
 28 produce the Non-Party’s confidential information responsive to the discovery request.

1 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
2 any information in its possession or control that is subject to the confidentiality
3 agreement with the Non-Party before a determination by the court. Absent a court
4 order to the contrary, the Non-Party shall bear the burden and expense of seeking
5 protection in this court of its Protected Material.

6 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
12 persons to whom unauthorized disclosures were made of all the terms of this Order,
13 and (d) request such person or persons to execute the “Acknowledgment and
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without prior
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
23 parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the
25 parties may incorporate their agreement in the stipulated protective order submitted to
26 the court.

1 13. MISCELLANEOUS

2 13.1. Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 13.2. Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 13.3. Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information in
14 the public record unless otherwise instructed by the court.

15 14. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must return
18 all Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the same
23 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
24 (by category, where appropriate) all the Protected Material that was returned or
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or any other format reproducing or capturing any
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

15. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: July 2, 2015

Alan K. Steinbrecher¹
Geoffrey T. Stover
STEINBRECHER & SPAN LLP

By: /s/ Alan K. Steinbrecher
Alan K. Steinbrecher
Attorneys for Plaintiff
GLOBAL FOOD INNOVATIONS, INC.

DATED: June 30, 2015

Glenn J. Plattner
Keith D. Klein
David Harford
BRYAN CAVE LLP

By: /s/ David Harford
David Harford
Attorneys for Defendants
WESTERN PROPERTY MANAGEMENT,
LLC and GERALD NORMAN

DATED: June 30, 2015

Aaron Berger
David M. Berger
LAW OFFICES OF AARON BERGER

By: /s/ Aaron Berger
Aaron Berger
Attorneys for Defendant

¹ I, Alan K. Steinbrecher, attest that all other signatories listed, and on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing. L.R. 5-4.3.4.

1 DATED: July 1, 2015

JACK WISE

2
3 By: /s/ Jack Wise

4 Jack Wise

5 Defendant – In Pro Se

JACK WISE

6
7 DATED: July 1, 2015

Jeff Reich

8 Shane Reich

THE REICH LAW FIRM

9
10 By: /s/ Jeff Reich

11 Jeff Reich

Attorneys for Defendant

JEFFREY COVEY

12
13 DATED: June 30, 2015

A. Louis Dorny

14 Byeongsook Seo

Candice S. Nam

15 GORDON AND REES LLP

16
17 By: /s/ A. Louis Dorny

A. Louis Dorny

Attorneys for Defendants

18 SOLID GOLD GOODS, INC. and JAMES

19 TERAN

20 DATED: June 30, 2015

Douglas J. Rovens

21 ROVENS LAMB LLP

22
23 By: /s/ Douglas J. Rovens

Douglas J. Rovens

Attorneys for Defendant

24 MICRO-TENDER INDUSTRIES, INC.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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4 DATED: August 3, 2015
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A handwritten signature in black ink, reading "Alicia G. Rosenberg". The signature is written in a cursive, flowing style. The first name "Alicia" is written in a smaller, more compact script, while "G." is a simple monogram, and "Rosenberg" is written in a larger, more prominent script.

ALICIA G. ROSENBERG
United States Magistrate Judge

PROOF OF SERVICE

STATE OF CALIFORNIA)
 CITY AND COUNTY OF LOS ANGELES) ss:

I am employed in the City and County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Steinbrecher & Span LLP, 445 South Figueroa Street, Suite 2230, Los Angeles, California 90071.

On July 2, 2015, I served the foregoing document(s) described as:

STIPULATED PROTECTIVE ORDER; [PROPOSED] ORDER

on the interested parties, by placing a true copy thereof in a sealed envelope(s) addressed as follows:

Mr. Jack Wise
 375 W. Bedford Ave., Suite 101
 Fresno, CA 93711

Defendant in Pro Se
☐
VIA OVERNIGHT MAIL:

VIA : By delivering such documents to an overnight mail service or an authorized courier in an envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.

☒
VIA U.S. MAIL:

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such envelope(s) would be deposited with the U.S. postal service on July 2, 2015 August 3, 2015 with postage thereon fully prepaid, at Los Angeles, California.

☐
VIA PERSONAL DELIVERY:

I personally delivered such envelope(s) by hand to the offices of the addressee pursuant to CCP § 1011.

I declare under penalty of perjury under the laws of the state of California that the above is true and correct and was executed on July 2, 2015, at Los Angeles, California.

/s/ Lisa M. Atwood
 Lisa M. Atwood